

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ACTIVISION PUBLISHING, INC., a
Delaware Corporation,

Plaintiff,

v.

ACTIVISION TV, INC., a Delaware
Corporation; AD MEDIA DISPLAYS,
INC., a Wyoming Corporation; DAVID
GOTHARD, an individual,

Defendants.

CASE NO. CV 12-8964-GW(JEMx)

Hon. George H. Wu

**ORDER GRANTING
PERMANENT INJUNCTION AND
DISMISSING WITH PREJUDICE**

1 Plaintiff Activision Publishing, Inc. (“Activision”) and Defendants
 2 Activision TV, Inc., Ad Media Displays, Inc., and David Gothard (collectively
 3 “ATV”) having entered into a Stipulation for Entry of Permanent Injunction and
 4 Order Dismissing With Prejudice, pursuant to a settlement agreement executed
 5 September 27, 2013, (the “Agreement”), and good cause appearing therefor,

6
 7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

8
 9 1. ATV and all persons acting under ATV’s direction or control (including but
 10 not limited to Defendant’s agents, representatives and employees), are
 11 permanently enjoined and shall cease and desist from:

12
 13 A. Any use of the terms “ACTIVISION,” “ACTIVISION.TV,”
 14 “ACTIVISIONTV,” “ACTIVISION TV,” “ACTIVISION SYSTEM,”
 15 “ACTIVISION TELEVISION”, or any other confusingly mark
 16 containing the word “ACTIVISION” or a confusingly similar word or
 17 phrase (the “Prohibited Marks”), whether alone or as part of a
 18 composite mark, in connection with any product or service, including
 19 but not limited to any digital signage system, digital media display,
 20 digital television product, computer system or television, set-top box,
 21 or on-demand media system, or advertising service, whether for use in
 22 hotels, airlines, retail stores, or any other market;


23
 24 B. Any advertising or promoting of ATV or its products or services using
 25 any of the Prohibited Marks; and
 26
 27

- 1 C. Any use of the corporate or business name “Activision TV, Inc.” or
2 any corporate or business name that contains the word ACTIVISION
3 or any of the Prohibited Marks.
4
- 5 2. This Permanent Injunction shall be deemed to have been served upon ATV
6 at the time of its execution and entry by the Court.
7
- 8 3. The Court finds there is no just reason for delay in entering this Permanent
9 Injunction and, pursuant to Federal Rule of Civil Procedure 54(a), the Court
10 directs immediate entry of this Permanent Injunction against ATV.
11
- 12 4. In recognition of the extent of the obligations imposed on ATV by this
13 Permanent Injunction, and as called for by the terms of the Agreement, the
14 Court directs that ATV shall have 120 days from the date of the full
15 execution of the Agreement to comply with paragraph 1 of this Permanent
16 Injunction.
17
- 18 5. All claims against ATV are dismissed with prejudice pursuant to Federal
19 Rule of Civil Procedure 41(a).
20
- 21 6. Each party shall bear its own costs and fees.
22
- 23 7. The Court shall retain jurisdiction of this action to entertain such further
24 proceedings and to enter such further orders as may be necessary or
25 appropriate to implement and enforce the provisions of (1) the Agreement,
26
27

1 and (2) this Judgment and Permanent Injunction.

2
3 IT IS SO ORDERED.

4
5 DATED: October 1, 2013

By: 
Hon. George H. Wu
United States District Judge